

**Amendment to the Agreement
Between
DIECA Communications, Inc. d/b/a Covad Communications Company
and
BellSouth Telecommunications, Inc.
Dated December 19, 2001**

Pursuant to this Amendment, (the "Amendment"), DIECA Communications, Inc. d/b/a Covad Communications Company (Covad), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated December 19, 2001 (Agreement).

WHEREAS, on March 10, 2006, the Public Service Commission of South Carolina (Commission) issued Order No. 2006-136 in Docket No. 2004-316-C (Order), Proceeding to Consider Amendments to Interconnection Agreements Between BellSouth Telecommunications, Inc. and Competitive Local Exchange Carriers Due to Changes of Law.

WHEREAS, the Parties are obligated to amend the Agreement to bring it in compliance with the Commission's Order;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties hereby agree to incorporate into the Agreement the contract provisions set forth in Exhibit A hereto, and such contract provisions shall apply to services provided in the State of South Carolina only.
2. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibit B and C hereto, and such rates shall apply to services provided in the State of South Carolina only.
3. To the extent that such contract provisions or rates as set forth in Exhibits A, B and C hereto conflict with any other rates, terms and conditions in the Agreement, the contract provisions and rates in Exhibits A, B and C shall prevail in the State of South Carolina.
4. Further, to the extent that defined terms in this Amendment differ from defined terms in the Agreement, such defined terms in the Agreement shall be deemed to have the same meaning as the alternative defined terms in this Amendment to the extent necessary to give full effect to this Amendment consistent with the Public Service Commission of South Carolina's Order.
5. Network elements de-listed under Section 251(c)(3) should be removed from BellSouth's SQM/PMAP/SEEM plan for the State of South Carolina.
6. This Amendment shall be deemed effective on March 11, 2006 (Effective Date).
7. All of the other provisions of the Agreement shall remain in full force and effect.

8. Either or both of the Parties are authorized to submit this Amendment to the state regulatory authority for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

**DIECA Communications, Inc. d/b/a
Covad Communications Company**

**By: EFFECTIVE ON 3/11/2006
PURSUANT TO THE SC PSC'S
ORDER IN DOCKET 2004-316-C.**

**By: EFFECTIVE ON 3/11/2006
PURSUANT TO THE SC PSC'S
ORDER IN DOCKET 2004-316-C.**

Name: Kristen E. Shore

Name:

Title: Director

Title:

Date:

Date:

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

- 1.1 This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that BellSouth offers to Covad for Covad's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to Covad (Other Services). Additionally, the provision of a particular Network Element or Other Service may require Covad to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.
- 1.2 Covad shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.
- 1.3 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to Covad pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to Covad pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit B. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from Covad. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between Covad and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.8.1 and 1.8.2 below.
- 1.4 Except to the extent expressly provided otherwise in this Attachment, Covad may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively

“Arrangements”). In the event BellSouth determines that Covad has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide Covad with thirty (30) days written notice to disconnect or convert such Arrangements. If Covad fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 1.4 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth’s tariffs. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.

- 1.5 Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, Covad shall undertake a reasonably diligent inquiry to determine whether Covad is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Covad self-certifies that to the best of Covad’s knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon Covad’s self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth’s favor, BellSouth shall bill Covad the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in BellSouth’s favor, Covad shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

- 1.5.1 In the event that (1) BellSouth designates a wire center as non-impaired, (2) CLEC converts existing UNEs to other services or orders new services as services other than UNEs, (3) CLEC otherwise would have been entitled to UNEs in such wire center at the time alternative services were provisioned, and (4) BellSouth acknowledges or a state or federal regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC’s non-impairment criteria, then upon request of CLEC, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund CLEC the difference between the rate paid by CLEC for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.**

1.6 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit C of Attachment 2 of the Agreement, then BellSouth shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement to the extent such RNM were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit C of Attachment 2 of the Agreement, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from Covad, BellSouth shall perform the RNM.

1.7 Commingling of Services

1.7.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Covad has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. Covad must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

1.7.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: (1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or (2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

1.7.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit B and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in a separate agreement between the Parties.

1.7.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

1.7.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any

service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

1.8 Ordering Guidelines and Processes

1.8.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, Covad should refer to the “Guides” section of the BellSouth Interconnection Web site.

1.8.2 Additional information may also be found in the individual CLEC Information Packages located at the “CLEC UNE Products” on BellSouth’s Interconnection Web site at: www.interconnection.bellsouth.com/guides/html/unes.html.

2 **Loops**

2.1 General. The local loop Network Element is defined as a transmission facility that BellSouth provides pursuant to this Attachment between a distribution frame (or its equivalent) in BellSouth’s central office and the loop demarcation point at an End User premises (Loop). Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier’s switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops **under Section 251, except to the extent that CLEC may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.** The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User’s premises, including inside wire owned or controlled by BellSouth. Covad shall purchase the entire bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the Loop.

2.1.1 The Loop does not include any packet switched features, functions or capabilities.

2.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User’s premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User’s premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU’s MPOE. The fiber

optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.

- 2.1.2.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU. Notwithstanding the foregoing, in such Greenfield areas that are served from an impaired wire center, BellSouth shall make available UNE DS1 Loops as described in this Attachment.
- 2.1.2.2 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to Covad on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a sixty-four (64) kilobits per second (kbps) voice grade channel over its FTTH/FTTC facilities.
- 2.1.2.3 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by Covad. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.
- 2.1.3 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide Covad with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid Loop, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises. Notwithstanding the foregoing, in an impaired wire center, BellSouth shall make available hybrid Loops as described in this Attachment.
- 2.1.4 Transition for DS1 and DS3 Loops
 - 2.1.4.1 For purposes of this Section 2, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops (defined in 2.1.4.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
 - 2.1.4.2 For purposes of this Section 2, Embedded Base means DS1 and DS3 Loops that were in service for Covad as of March 10, 2005 in those wire centers that, as of

such date, met the criteria set forth in Sections 2.1.4.5.1 or 2.1.4.5.2 below. **For the state of South Carolina, during the Transition Period Covad shall be entitled to order and BellSouth shall provision moves, changes and additions of and to DS1 and DS3 Loops that Covad orders for the purpose of serving CLEC's existing DS1 and DS3 End Users as of March 10, 2005, at such End Users' new or existing physical locations, and such facilities shall be included in the Embedded Base.** Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

- 2.1.4.3 Excess DS1 and DS3 Loops are those Covad DS1 and DS3 Loops in service as of March 10, 2005, in excess of the caps set forth in Sections 2.2.6.2 and 2.2.12 below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 2.1.4.4 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.
- 2.1.4.5 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.1.4.12 below, BellSouth shall make available DS1 and DS3 Loops as described in this Section 2.1.4 only for Covad's Embedded Base **and Excess DS1 and DS3 loops** during the Transition Period:
 - 2.1.4.5.1 DS1 Loops at any location within the service area of a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators.
 - 2.1.4.5.2 DS3 Loops at any location within the service area of a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators.
- 2.1.4.6 A list of wire centers meeting the criteria set forth in Sections 2.1.4.5.1 and 2.1.4.5.2 above as of March 10, 2005 (Initial Wire Center List) as ordered by the Public Service Commission of South Carolina in Docket No. 2004-316-C, is attached to BellSouth's Carrier Notification Letter SN91086058, dated March 20, 2006, which is available on BellSouth's Interconnection Services Web site.
- 2.1.4.7 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for Covad's Embedded Base of DS1 and DS3 Loops and Covad's Excess DS1 and DS3 Loops described in this Section 2.1.4 shall be equal to the higher of 115% of the rate paid for that element on June 15, 2004 or 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005. These rates shall be as set forth in Exhibit C to Attachment 2 of the Agreement and this Section 2.1.4.7.
- 2.1.4.8 The Transition Period shall apply only to (1) Covad's Embedded Base and (2) Covad's Excess DS1 and DS3 Loops. Covad shall not add new DS1 or DS3 loops as described in this Section 2.1.4 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment and as set forth in Section 2.1.4.12 below.

- 2.1.4.9 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.5.1 above, no future DS1 Loop unbundling will be required in that wire center.
- 2.1.4.10 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.5.2 above, no future DS3 Loop unbundling will be required in that wire center.
- 2.1.4.11 No later than December 9, 2005 Covad shall submit spreadsheet(s) identifying all of the Embedded Base of circuits and Excess DS1 and DS3 Loops to be either disconnected or converted to other BellSouth services pursuant to Section 1.3 above. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops.
- 2.1.4.11.1 If Covad fails to submit the spreadsheet(s) specified in Section 2.1.4.11 above for all of its Embedded Base and Excess DS1 and DS3 Loops prior to December 9, 2005, BellSouth will identify Covad's remaining Embedded Base and Excess DS1 and DS3 Loops, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.1.4.11.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 2.1.4.11.2 For Embedded Base circuits and Excess DS1 and DS3 Loops converted pursuant to Section 2.1.4.11 above or transitioned pursuant to Section 2.1.4.11.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.
- 2.1.4.12 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 2.1.4.12.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 2.1.4.5 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".
- 2.1.4.12.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.5 of this Attachment.
- 2.1.4.12.3 For purposes of Section 2.1.4.12 above, BellSouth shall make available DS1 and DS3 Loops that were in service for Covad in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until

ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

- 2.1.4.12.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 2.1.4.12.5 The rates set forth in Exhibit C of Attachment 2 of the Agreement plus 15% shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 2.1.4.12.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List, Covad shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 2.1.4.12.6.1 If Covad fails to submit the spreadsheet(s) specified in Section 2.1.4.12.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Covad's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 2.1.4.12.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.4.12.6 above or transitioned pursuant to Section 2.1.4.12.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 2.2 Unbundled Digital Loops
 - 2.2.1 BellSouth will offer UDLs. UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.
 - 2.2.2 BellSouth shall make available the following UDLs, subject to restrictions set forth herein:
 - 2.2.2.1 2-wire Unbundled ISDN Digital Loop;
 - 2.2.2.2 2-wire Unbundled ADSL Compatible Loop;
 - 2.2.2.3 2-wire Unbundled HDSL Compatible Loop;

- 2.2.2.4 4-wire Unbundled HDSL Compatible Loop;
- 2.2.2.5 4-wire Unbundled DS1 Digital Loop;
- 2.2.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below;
- 2.2.2.7 DS3 Loop; or
- 2.2.2.8 STS-1 Loop.
- 2.2.3 2-wire Unbundled ISDN Digital Loops. These will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. Covad will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and End User. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.2.4 2-wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.2.5 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.2.6 4-wire Unbundled DS1 Digital Loop.
- 2.2.6.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Agreement, including the transition of DS1 and DS3 Loops described in Section 2.1.4 above, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.
- 2.2.6.2 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to Covad at any single building in which DS1 Loops are available as unbundled Loops.
- 2.2.7 4-wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as sixty-four (64)kbps, fifty-six (56)kbps, nineteen (19)kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.

- 2.2.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of forty-four point seven thirty-six (44.736) megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.
- 2.2.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of fifty-one point eighty-four (51.84) Mbps. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.2.10 Both DS3 Loop and STS-1 Loop require a SI in order to ascertain availability.
- 2.2.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one (1) mile applies. BellSouth's TR73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.
- 2.2.12 Covad may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 2.2.13 Fiber based Collocator
- 2.2.13.1 For purposes of this Amendment a "Fiber-Based Collocator" is, as defined in 47 C.F.R. § 51.5, any carrier, unaffiliated with BellSouth, that maintains a collocation arrangement in a BellSouth wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the BellSouth wire center premises; and (3) is owned by a party other than BellSouth or any affiliate of BellSouth.
- 2.2.13.2 For purposes of this definition: (i) carriers that have entered into merger and/or other consolidation agreements, or otherwise announced their intention to enter into the same, will be treated as affiliates and therefore as one collocator; provided however, in the case one of the parties to such merger or consolidation arrangement is BellSouth, then the other party's collocation arrangement shall not

be counted as a Fiber-Based Collocator, (ii) a Comparable transmission Facility means, at a minimum, the provision of transmission capacity equivalent to fiber-optic cable with a minimum point-to-point symmetrical data capacity exceeding 12 DS3s; (iii) the network of a Fiber-Based Collocator may only be counted once in making a determination of the number of Fiber-Based Collocators, notwithstanding that such single Fiber-Based Collocator leases its facilities to other collocators in a single wire center; provided, however, that a collocating carrier's dark fiber leased from an unaffiliated carrier may only be counted as a separate fiber-optic cable from the unaffiliated carrier's fiber if the collocating carrier obtains this dark fiber on an IRU basis.

2.3 Unbundled Loop Modifications (Line Conditioning)

- 2.3.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR73600 Unbundled Local Loop Technical Specification.
- 2.3.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.
- 2.3.3 For any copper loop being ordered by Covad which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from Covad, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to Covad. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit C of Attachment 2 of the Agreement.
- 2.3.4 Covad may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.
- 2.3.5 Rates for ULM are as set forth in Exhibit C of Attachment 2 of the Agreement.
- 2.3.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.

- 2.3.7 If Covad requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. Covad will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.
- 2.3.8 Covad shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Covad desires BellSouth to condition.
- 2.3.9 When requesting ULM for a Loop that BellSouth has previously provisioned for Covad, Covad will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by Covad is available at the location for which the ULM was requested, Covad will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, Covad will not be charged for ULM but will only be charged the service order charges for submitting an order.
- 2.4 Subloop Elements.
- 2.4.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.
- 2.4.2 Unbundled Subloop Distribution (USLD)
- 2.4.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:
- USLD – Voice Grade (USLD-VG)
Unbundled Copper Subloop (UCSL)
USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))
- 2.4.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.
- 2.4.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point

of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

- 2.4.2.3.1 If Covad requests a UCSL and it is not available, Covad may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.
- 2.4.2.4 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.
 - 2.4.2.4.1 Upon request for USLD-INC from Covad, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for Covad's use on this cross-connect panel. Covad will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).
- 2.4.2.5 For access to Voice Grade USLD and UCSL, Covad shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. Covad's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.4.2.6 Through the SI process, BellSouth will determine whether access to USLs at the location requested by Covad is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Covad's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site:
www.interconnection.bellsouth.com/products/html/unec.html.
- 2.4.2.7 The site set-up must be completed before Covad can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice Covad's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.4.2.8 Once the site set-up is complete, Covad will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair

provisioning when Covad requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Covad for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

2.4.2.9 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.

2.4.3 Unbundled Network Terminating Wire (UNTW)

2.4.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

2.4.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.

2.4.3.3 Requirements

2.4.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

2.4.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

2.4.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and Covad does own or control such wiring, Covad will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to Covad.

2.4.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Covad for each pair activated commensurate to the price specified in Covad's Agreement.

2.4.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be

installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

- 2.4.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 2.4.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 2.4.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 2.4.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.4.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the

Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

- 2.4.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.4.4 Dark Fiber Loop

- 2.4.4.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Covad to utilize Dark Fiber Loops.

2.4.4.2 Transition for Dark Fiber Loop

- 2.4.4.2.1 For purposes of this Section 2.4.4, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 2.4.4.2.2 For purposes of this Section 2.4.4, Embedded Base means Dark Fiber Loops that were in service for Covad as of March 10, 2005. **For the state of South Carolina, during the Transition Period <customer short name> shall be entitled to order and BellSouth shall provision moves, changes and additions of and to Dark Fiber Loops that Covad orders for the purpose of serving CLEC's existing Dark Fiber Loop End Users as of March 10, 2005, at such End Users' new or existing physical locations, and such facilities shall be included in the Embedded Base.** Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 2.4.4.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for Covad at the terms and conditions set forth in this Attachment.
- 2.4.4.4 Notwithstanding the Effective Date of this Agreement, the rates for Covad's Embedded Base of Dark Fiber Loops during the Transition Period shall be equal to the higher of 115% of the rate paid for that element on June 15, 2004 or 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005. These rates shall be as set forth in Exhibit C to Attachment 2 of the Agreement and this Section 2.4.4.4.

- 2.4.4.5 The Transition Period shall apply only to Covad's Embedded Base and Covad shall not add new Dark Fiber Loops pursuant to this Agreement.
- 2.4.4.6 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.
- 2.4.4.7 No later than June 10, 2006 Covad shall submit spreadsheet(s) identifying all of the Embedded Base of circuits to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 1.3 above. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.
 - 2.4.4.7.1 If Covad fails to submit the spreadsheet(s) specified in Section 2.4.4.7 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify Covad's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.4.4.7.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
 - 2.4.4.7.2 For Embedded Base circuits converted pursuant to Section 2.4.4.7 above or transitioned pursuant to Section 2.4.4.7.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.

3 Line Splitting

- 3.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.
- 3.2 Line Splitting – UNE-L. In the event Covad provides its own switching or obtains switching from a third party, Covad may engage in line splitting arrangements with another CLEC using a splitter, provided by Covad, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.
- 3.3 Provisioning Line Splitting and Splitter Space – UNE-L
- 3.3.1 The Voice CLEC provides the splitter when providing Line Splitting with UNE-L. When Covad owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.
- 3.4 CLEC Provided Splitter – Line Splitting –UNE-L

- 3.4.1 To order High Frequency Spectrum on a particular Loop, Covad must have a DSLAM collocated in the central office that serves the End User of such Loop.
- 3.4.2 Covad may purchase, install and maintain central office POTS splitters in its collocation arrangements. Covad may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.
- 3.4.3 Any splitters installed by Covad in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Covad may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 3.5 Maintenance – Line Splitting – UNE-L
- 3.5.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.
- 3.5.2 Covad shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.
- 3.6 Line Sharing
- 3.6.1 General. Line Sharing is defined as the process by which Covad provides digital subscriber line service (xDSL) over the same copper Loop that BellSouth uses to provide retail voice service, with BellSouth using the low frequency portion of the Loop and Covad using the high frequency spectrum (as defined below) of the Loop.
- 3.6.2 Line Sharing arrangements in service as of October 1, 2003 under a prior Interconnection Agreement between BellSouth and Covad, will remain in effect until the End User discontinues or moves xDSL service with Covad. Arrangements pursuant to this Section will be billed at the rates set forth in Exhibit B.
- 3.6.3 No new Line Sharing arrangements may be ordered. For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004; on or after October 2, 2004 (whether under this Agreement only, or under this Agreement and a prior Agreement), the rates will be as set forth in Exhibit B.

- 3.6.4 Any Line Sharing arrangements placed in service between October 2, 2003 and October 1, 2004; on or after October 2, 2004; and not otherwise terminated, shall terminate on October 2, 2006.
- 3.6.5 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper Loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Covad the ability to provide xDSL data services to the End User for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the Loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Covad shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.
- 3.6.6 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.
- 3.6.7 BellSouth will provide Loop Modification to Covad on an existing Loop for Line Sharing in accordance with procedures as specified in Section 2 of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If Covad requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, Covad shall pay for the Loop to be restored to its original state.
- 3.6.8 Line Sharing shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and Covad desires to continue providing xDSL service on such Loop, Covad or the new voice provider, or both, shall be required to purchase a full stand-alone Loop. In those cases in which BellSouth no longer provides voice service to the End User and Covad purchases the full stand-alone Loop, Covad may elect the type of Loop it will purchase. Covad will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit A to this Attachment. In the event Covad purchases a voice grade Loop, Covad acknowledges that such Loop may not remain xDSL compatible.
- 3.6.9 In the event the End User terminates its BellSouth provided voice service, and Covad requests BellSouth to convert the Line Sharing arrangement to a Line

Splitting arrangement (see below), BellSouth will discontinue billing Covad for the High Frequency Spectrum and begin billing the voice CLEC. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter.

- 3.6.10 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.
- 3.6.11 Once BellSouth has placed cross-connects on behalf of Covad to provide Covad access to the High Frequency Spectrum and chooses to rearrange its splitter or CLEC pairs, Covad may order the rearrangement of its splitter or cable pairs via "Subsequent Activity". Subsequent Activity is any rearrangement of Covad's cable pairs or splitter ports after BellSouth has placed cross-connection to provide Covad access to the High Frequency Spectrum. BellSouth shall bill and Covad shall pay the Subsequent Activity charges as set forth in Exhibit B of this Attachment.
- 3.6.12 BellSouth's Local Ordering Handbook (LOH) will provide Covad the LSR format to be used when ordering disconnections of the High Frequency Spectrum or Subsequent Activity.
- 3.6.13 Maintenance and Repair – Line Sharing
 - 3.6.13.1 Covad shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. Covad may test from the collocation space, the Termination Point, or the NID.
 - 3.6.13.2 BellSouth will be responsible for repairing voice services and the physical line between the NID at the End User's premises and the Termination Point. Covad will be responsible for repairing its data services. Each Party will be responsible for maintaining its own equipment.
 - 3.6.13.3 Covad shall inform its End Users to direct data problems to Covad, unless both voice and data services are impaired, in which event Covad should direct the End Users to contact BellSouth.
 - 3.6.13.4 Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop.

4 Local Switching

- 4.1 Notwithstanding anything to the contrary in this Agreement, the services offered pursuant to this Section 4 are limited to DS0 level Local Switching and BellSouth

is not required to provide Local Switching pursuant to this Agreement except as set forth in Section 4.2 below.

- 4.1.1 BellSouth shall not be required to unbundle local circuit switching for Covad for a particular End User when Covad: (1) serves an End User with four (4) or more voice-grade (DS0) equivalents or lines served by BellSouth in Zone 1 of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA; or (2) serves an End User with a DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that Covad is serving any End User as described in (2) of this Section 4.1.1 as of the Effective Date of this Agreement, such End User's arrangement may not remain in place and such Arrangement must be terminated by Covad or transitioned by Covad, or BellSouth shall disconnect such Arrangements upon thirty (30) days notice.

4.2 Transition for Local Switching

- 4.2.1 For purposes of this Section 4, the Transition Period for the Embedded Base of Local Switching is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 4.2.2 For the purposes of this Section 4, Embedded Base shall mean Local Switching and any additional elements that are required to be provided in conjunction therewith that were in service for Covad as of March 10, 2005. **For the state of South Carolina, during the Transition Period CLEC shall be entitled to order and BellSouth shall provision Local Switching that CLEC orders for the purpose of serving CLEC's existing Local Switching End Users as of March 10, 2005, and such facilities shall be included in the Embedded Base.** Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 4.2.3 During the Transition Period only, BellSouth shall make Local Switching available for the Embedded Base, in addition to all elements that are required to be provided in conjunction with Local Switching, at the rates, terms and conditions set forth in this Attachment. The Transition Period shall apply only to Covad's Embedded Base and Covad shall not place new orders for Local Switching pursuant to this Agreement.
- 4.2.4 Notwithstanding the Effective Date of this Agreement, the rates for Covad's Embedded Base of Local Switching during the Transition Period shall be equal to the higher of the rate at which during Covad leased that combination of elements on June 15, 2004, plus one dollar or the rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar. These rates shall be as set forth in Exhibit C to Attachment 2 of the Parties Agreement and this Section 4.2.4.

4.2.5 Covad must submit orders, to disconnect or convert all of its Embedded Base of Local Switching to other BellSouth services as Conversions pursuant to Section 1.6 above by October 1, 2005.

4.2.5.1 If Covad fails to submit orders to disconnect or convert all of its Embedded Base of Local Switching as specified in Section 4.2.5 above prior to October 1, 2005, BellSouth will identify Covad's remaining Embedded Base of Local Switching and will disconnect such Local Switching. Those circuits identified and disconnected by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement.

4.2.6 Effective March 11, 2006, Local Switching will no longer be made available pursuant to this Agreement.

4.3 Common (Shared) Transport

4.3.1 Notwithstanding any other provision of this Agreement, BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing Local Switching to Covad.

5 EEL Audits

5.1 BellSouth may, on an annual basis, audit Covad's records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that Covad failed to comply with the service eligibility criteria, Covad must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that Covad did not comply in any material respect with the service eligibility criteria, Covad shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that Covad did comply in all material respects with the service eligibility criteria, BellSouth will reimburse Covad for its reasonable and demonstrable costs associated with the audit. Covad will maintain appropriate documentation to support its certifications.

5.2 In the event Covad converts special access services to UNEs, Covad shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5.3 UNE-P

5.3.1 DS0 Local Switching, as defined in Section 4 above, in combination with a Loop and Common (Shared) Transport provides local exchange service for the

origination or termination of calls. UNE-P supports the same local calling and feature requirements as described in the Local Switching section of this Attachment and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.

5.3.2 Notwithstanding anything to the contrary in this Agreement, BellSouth is not required to provide UNE-P pursuant to this Agreement except as set forth in this Section 5.3.

5.3.3 Transition Period for UNE-P

5.3.3.1 For purposes of this Section 5.3, the Transition Period for UNE-P is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

5.3.3.2 **For the purposes of this Section 5.3, Embedded Base shall mean UNE-P lines that were in service as of March 10, 2005. For the state South Carolina, during the Transition Period CLEC shall be entitled to order and BellSouth shall provision UNE-P that CLEC orders for the purpose of serving CLEC's existing UNE-P End Users as of March 10, 2005, and such facilities shall be included in the Embedded Base. Subsequent disconnects or loss of UNE-P by CLEC shall be removed from the Embedded Base.**

5.3.3.3 During the Transition Period only, BellSouth shall make UNE-P available for the Embedded Base, in addition to all elements that are required to be provided in conjunction with UNE-P, at the rates, terms and conditions set forth in this Attachment. The Transition Period shall apply only to Covad's Embedded Base and Covad shall not place new orders for UNE-P pursuant to this Agreement.

5.3.3.4 Notwithstanding the Effective Date of this Agreement, the rates for Covad's Embedded Base of UNE-P during the Transition Period shall be equal to the higher of the rate at which during Covad leased that combination of elements on June 15, 2004, plus one dollar or the rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar. These rates shall be as set forth in Exhibit C to Attachment 2 of the Parties Agreement and this Section 5.3.3.4.

5.3.3.5 By October 1, 2005, Covad must submit orders or spreadsheets, or if migrating to UNE Loops must use the Bulk Migration process, to either disconnect or convert all of its Embedded Base of UNE-P to other BellSouth services.

5.3.3.5.1 If Covad fails to submit orders or spreadsheets converting all of the Embedded Base of UNE-P as specified in Section 5.3.3.5 above prior to October 1, 2005, BellSouth will identify Covad's remaining Embedded Base of UNE-P and will transition such UNE-P to resold BellSouth telecommunication services, as set forth in Attachment 1. Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and

the full nonrecurring charges for installation of such BellSouth services as set forth in BellSouth's tariffs.

- 5.3.3.5.2 For Embedded Base UNE-P converted pursuant to Section 5.3.3.5 above or transitioned pursuant to Section 5.3.3.5. above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.
- 5.3.3.6 Effective March 11, 2006, UNE-P will no longer be made available pursuant to this Agreement.
- 5.3.4 BellSouth shall make 911 updates in the BellSouth 911 database for Covad's UNE-P. BellSouth will not bill Covad for 911 surcharges. Covad is responsible for paying all 911 surcharges to the applicable governmental agency.

6 Dedicated Transport and Dark Fiber Transport

- 6.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by Covad, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Covad. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 6.2 below, BellSouth shall not be required to provide to Covad unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").
- 6.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities
 - 6.2.1 For purposes of this Section 6.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
 - 6.2.2 For purposes of this Section 6.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for Covad as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 below. **For the state of South Carolina, during the Transition Period Covad shall be entitled to order and BellSouth shall provision moves, changes and additions of and to DS1 and DS3 Dedicated Transport that Covad orders for the purpose of serving CLEC's existing DS1 and DS3 Dedicated Transport End Users as of March 10, 2005, at such End Users' new or existing physical locations, and such facilities shall be included in the Embedded Base.**

Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

- 6.2.3 For purposes of this Section 6, Embedded Base Entrance Facilities mean Entrance Facilities that were in service for Covad as of March 10, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
- 6.2.4 For purposes of this Section 6, Excess DS1 and DS3 Dedicated Transport mean those Covad DS1 and DS3 Dedicated Transport facilities in service as of March 10, 2005, in excess of the caps set forth in Section 6.6 below. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 6.2.5 For purposes of this Section 6.2, a Business Line is as defined in 47 C.F.R. § 51.5.
- 6.2.6 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 6.2 only for Covad's Embedded Base ***and Excess Dedicated Transport*** during the Transition Period:
 - 6.2.6.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators.
 - 6.2.6.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators.
 - 6.2.6.3 A list of wire centers meeting the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 above as of March 10, 2005, as ordered by the Public Service Commission of South Carolina in Docket No. 2004-316-C (Initial Wire Center List), is attached to BellSouth's Carrier Notification Letter SN91086058, dated March 20, 2006, which is available on BellSouth's Interconnection Services Web site.
 - 6.2.6.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for <Covad's Embedded Base Entrance Facilities and only during the Transition Period.
 - 6.2.6.5 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for Covad's Embedded Base of DS1 and DS3 Dedicated Transport, Covad's Excess DS1 and DS3 Dedicated Transport, and Covad's Embedded Base Entrance Facilities as described in this Section 6.2, shall be equal to the higher of 115% of the rate paid for that element on June 15, 2004 or 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005. These rates shall be as set forth in Exhibit C to Attachment 2 of the Agreement and this Section 6.2.6.5.

- 6.2.6.6 The Transition Period shall apply only to (1) Covad's Embedded Base and Embedded Base Entrance Facilities; and (2) Covad's Excess DS1 and DS3 Dedicated Transport. Covad shall not add new Entrance Facilities pursuant to this Agreement. Further, Covad shall not add new DS1 or DS3 Dedicated Transport as described in this Section 6.2 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.5 above of and as set forth in Section 6.2.6.10 below.
- 6.2.6.7 Once a wire center exceeds either of the thresholds set forth in Section 6.2.6.1 above, no future DS1 Dedicated Transport unbundling will be required in that wire center.
- 6.2.6.8 Once a wire center exceeds either of the thresholds set forth in Section 6.2.6.2 above, no future DS3 Dedicated Transport will be required in that wire center.
- 6.2.6.9 No later than December 9, 2005 Covad shall submit spreadsheet(s) identifying all of the Embedded Base of circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth services pursuant to Section 1.3 above. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport.
- 6.2.6.9.1 If Covad fails to submit the spreadsheet(s) specified in Section 6.2.6.9 above for all of its Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport prior to December 9, 2005, BellSouth will identify Covad's remaining Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 6.2.6.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 6.2.6.9.2 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted pursuant to Section 6.2.6.9 or transitioned pursuant to Section 6.2.6.9.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.
- 6.2.6.10 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 6.2.6.10.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in CNL.

Each such list of additional wire centers shall be considered a Subsequent Wire Center List.

- 6.2.6.10.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.5 above.
- 6.2.6.10.3 For purposes of Section 6.2.6.10 above, BellSouth shall make available DS1 and DS3 Dedicated Transport that was in service for Covad in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 6.2.6.10.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 6.2.6.10.5 The rates set forth in Exhibit C of Attachment 2 of the Agreement plus 15% shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 6.2.6.10.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List Covad shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 6.2.6.10.6.1 If Covad fails to submit the spreadsheet(s) specified in Section 6.2.6.10.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Covad's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 6.2.6.10.7 For Subsequent Embedded Base circuits converted pursuant to Section 6.2.6.10.6 above or transitioned pursuant to Section 6.2.6.10.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

6.3 BellSouth shall:

- 6.3.1 Provide Covad exclusive use of Dedicated Transport to a particular customer or carrier;
- 6.3.2 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;
- 6.3.3 Permit, to the extent technically feasible, Covad to connect Dedicated Transport to equipment designated by Covad, including but not limited to, Covad's collocated facilities; and
- 6.3.4 Permit, to the extent technically feasible, Covad to obtain the functionality provided by BellSouth's digital cross-connect systems.
- 6.4 BellSouth shall offer Dedicated Transport:
 - 6.4.1 As capacity on a shared facility; and
 - 6.4.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to Covad.
- 6.5 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.
- 6.6 **Covad may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport.** A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.
- 6.7 **Technical Requirements**
 - 6.7.1 BellSouth shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.
 - 6.7.2 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 6.7.2.1 DS0 Equivalent;

- 6.7.2.2 DS1;
- 6.7.2.3 DS3;
- 6.7.2.4 STS-1; and
- 6.7.2.5 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 6.7.3 BellSouth shall design Dedicated Transport according to its network infrastructure. Covad shall specify the termination points for Dedicated Transport.
- 6.7.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and BellSouth Technical References;
- 6.7.4.1 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
- 6.7.4.2 BellSouth's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.
- 6.7.4.3 BellSouth's TR73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 6.8 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 6.8.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.
- 6.8.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities
- 6.8.1.1 For purposes of this Section 6.8, the Transition Period for the Embedded Base of Dark Fiber Transport is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 6.8.1.2 For purposes of this Section 6.8, Embedded Base means Dark Fiber Transport that was in service for Covad as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in 6.8.1.4.1. **For the state of South Carolina, during the Transition Period Covad shall be entitled to order and BellSouth shall provision moves, changes and additions of and to Dark Fiber Transport that Covad orders for the purpose of serving CLEC's existing Dark**

Fiber Transport End Users as of March 10, 2005, at such End Users' new or existing physical locations, and such facilities shall be included in the Embedded Base. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

- 6.8.1.3 For purposes of this Section 6.8, a Business Line is as defined in 47 C.F.R. § 51.5.
- 6.8.1.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 6.8 only for Covad's Embedded Base during the Transition Period:
 - 6.8.1.4.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.
- 6.8.1.5 A list of wire centers meeting the criteria set forth in Section 6.8.1.4 above as of March 10, 2005, ("Initial List") as ordered by the Public Service Commission of South Carolina in Docket No. 2004-316-C (Initial Wire Center List), is attached to BellSouth's Carrier Notification Letter SN91086058, dated March 20, 2006, which is available on BellSouth's Interconnection Services Web site.
- 6.8.1.6 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for Covad's Embedded Base of Dark Fiber Transport and Covad's Embedded Base of Dark Fiber Transport Entrance Facilities as described in Section 6.8.1.2 above shall be equal to the higher of 115% of the rate paid for that element on June 15, 2004 or 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005. These rates shall be as set forth in Exhibit C to Attachment 2 of the Agreement and this Section 6.8.1.6.
- 6.8.1.7 The Transition Period shall apply only to Covad's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. Covad shall not add new Dark Fiber Transport as described in this Section 6.8 except pursuant to the self-certification process as set forth in Section 1.5 of this Attachment and as set forth in Section 6.8.1.10 below. Further, Covad shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.
- 6.8.1.8 Once a wire center exceeds either of the thresholds set forth in this Section 6.8.1.4 above, no future Dark Fiber Transport unbundling will be required in that wire center.
- 6.8.1.9 No later than June 10, 2006 Covad shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 1.3 above. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.

- 6.8.1.9.1 If Covad fails to submit the spreadsheet(s) specified in Section 6.8.1.9 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify Covad's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 6.8.1.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 6.8.1.9.2 For Embedded Base circuits converted pursuant to Section 6.8.1.9 above or transitioned pursuant to Section 6.8.1.9.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.
- 6.8.1.10 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 6.8.1.10.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 6.8.1.4.1 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".
- 6.8.1.10.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.5 above.
- 6.8.1.10.3 For purposes of Section 6.8.1.10, BellSouth shall make available Dark Fiber Transport that were in service for Covad in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 6.8.1.10.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 6.8.1.10.5 The rates set forth in Exhibit C of Attachment 2 of the Agreement plus 15% shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 6.8.1.10.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List Covad shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth

services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

- 6.8.1.10.6.1 If Covad fails to submit the spreadsheet(s) specified in Section 6.8.1.10.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Covad's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 6.8.1.10.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 6.8.1.10.6 above or transitioned pursuant to Section 6.8.1.10.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

7 Call Related Databases and Signaling

- 7.1 Call Related Databases are the databases other than OSS, that are used in signaling networks, for billing and collection, or the transmission, routing or other provision of a Telecommunications Service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to call related databases and signaling including but not limited to, BellSouth Switched Access 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Link Transport, STP, SS7 AIN Access, Service Control Point(SCP)\Databases, Local Number Portability (LNP) Databases and Calling Name (CNAM) Database Service pursuant to this Agreement where BellSouth is required to provide and is providing Local Switching or UNE-P to Covad pursuant to this Agreement.
 - 7.1.1 Such unbundled access is only available until March 10, 2006.
- 7.2 BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service
 - 7.2.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing

of the 8XX calls, based on the ten digits dialed. At Covad's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Covad.

- 7.2.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of SS7 protocol.

7.3 LIDB

- 7.3.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Covad must purchase appropriate signaling links pursuant to Section 7.4 below. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

7.3.2 Technical Requirements

- 7.3.2.1 BellSouth will offer to Covad any additional capabilities that are developed for LIDB during the life of this Agreement.
- 7.3.2.2 BellSouth shall process Covad's customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Covad what additional functions (if any) are performed by LIDB in the BellSouth network.
- 7.3.2.3 Within two (2) weeks after a request by Covad, BellSouth shall provide Covad with a list of the customer data items, which Covad would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.
- 7.3.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed thirty (30) minutes per year.
- 7.3.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed twelve (12) hours per year.
- 7.3.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than twelve (12) hours per year.

- 7.3.2.7 All additions, updates and deletions of Covad data to the LIDB shall be solely at the direction of Covad. Such direction from Covad will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 7.3.2.8 BellSouth shall provide priority updates to LIDB for Covad data upon Covad's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 7.3.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of Covad customer records will be missing from LIDB, as measured by Covad audits. BellSouth will audit Covad records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated Covad contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to Covad within one (1) business day of audit. Once reconciled records are received back from Covad, BellSouth will update LIDB the same business day if less than five hundred (500) records are received before 1:00 p.m. Central Time. If more than five hundred (500) records are received, BellSouth will contact Covad to negotiate a time frame for the updates, not to exceed three (3) business days.
- 7.3.2.10 BellSouth shall perform backup and recovery of all of Covad's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis; and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 7.3.2.11 BellSouth shall provide Covad with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Covad and BellSouth.
- 7.3.2.12 BellSouth shall prevent any access to or use of Covad data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by Covad in writing.
- 7.3.2.13 BellSouth shall provide Covad performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Covad at least at parity with BellSouth Customer Data. BellSouth shall obtain from Covad the screening information associated with LIDB Data Screening of Covad data in accordance with this requirement. BellSouth currently does not have LIDB Data

Screening capabilities. When such capability is available, BellSouth shall offer it to Covad under the BFR/NBR Process as set forth in Attachment 11.

7.3.2.14 BellSouth shall accept queries to LIDB associated with Covad customer records and shall return responses in accordance with industry standards.

7.3.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

7.3.2.16 BellSouth shall provide processing time at the LIDB within one (1) second for ninety-nine percent (99%) of all messages under normal conditions as defined in industry standards.

7.3.3 Interface Requirements

7.3.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.

7.3.3.2 The interface to LIDB shall be in accordance with the technical references contained within.

7.3.3.3 The CCS interface to LIDB shall be the standard interface described herein.

7.3.3.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation (GTT) shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

7.3.3.5 The application of the LIDB rates contained in Exhibit C of Attachment 2 of the Agreement will be based on a Percent CLEC LIDB Usage (PCLU) factor. Covad shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. Covad shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide.

7.4 Signaling. BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, STPs and SCPs. Signaling functionality will be available with both A-link and B-link connectivity.

- 7.4.1 Signaling Link Transport. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between Covad designated SPOI that provide appropriate physical diversity.
- 7.4.1.1 Technical Requirements
- 7.4.1.1.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:
 - 7.4.1.1.1.1 As an “A-link” Signaling Link Transport is a connection between a switch or SCP and a home STP switch pair; and
 - 7.4.1.1.1.2 As a “B-link” Signaling Link Transport is a connection between two (2) STP switch pairs in different company networks (e.g., between two (2) STP switch pairs for two (2) CLECs).
- 7.4.1.2 Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:
 - 7.4.1.2.1 An A-link layer shall consist of two (2) links; and
 - 7.4.1.2.2 A B-link layer shall consist of four (4) links.
- 7.4.1.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
 - 7.4.1.3.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and
 - 7.4.1.3.2 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).
- 7.4.2 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at Covad’s designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 7.4.3 STP. An STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
- 7.4.3.1 Technical Requirements
- 7.4.3.1.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth SCPs/Databases connected to BellSouth SS7 network. STPs also

provide access to third party local or tandem switching and third party provided STPs.

- 7.4.3.1.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. Rates for ISDNUP and TCAP messages are as set forth in Exhibit C of Attachment 2 of the Agreement.
- 7.4.3.1.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a Covad local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Covad local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 7.4.3.1.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a Covad or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Covad database, then Covad agrees to provide BellSouth with the Destination Point Code for Covad database.
- 7.4.3.1.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).
- 7.4.3.1.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Covad or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the

specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

7.4.4 SS7

7.4.4.1 When technically feasible and upon request by Covad, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with Covad's SS7 network to exchange TCAP queries and responses with a Covad SCP.

7.4.4.2 SS7 AIN Access shall provide Covad SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Covad SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Covad SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

7.4.4.3 Interface Requirements

7.4.4.3.1 BellSouth shall provide the following STP options to connect Covad or Covad-designated Local Switching systems to the BellSouth SS7 network:

7.4.4.3.1.1 An A-link interface from Covad Local Switching systems; and

7.4.4.3.1.2 A B-link interface from Covad local STPs.

7.4.4.3.2 Each type of interface shall be provided by one or more layers of signaling links.

7.4.4.3.3 The SPOI for each link shall be located at a cross-connect element in the CO where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

7.4.4.3.4 BellSouth shall provide intraoffice diversity between the SPOI and BellSouth STPs so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

7.4.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

7.4.4.4 Message Screening

7.4.4.4.1 BellSouth shall set message screening parameters so as to accept valid messages from Covad local or tandem switching systems destined to any signaling point

within BellSouth's SS7 network where the Covad switching system has a valid signaling relationship.

7.4.4.4.2 BellSouth shall set message screening parameters so as to pass valid messages from Covad local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Covad switching system has a valid signaling relationship.

7.4.4.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Covad from any signaling point or network interconnected through BellSouth's SS7 network where the Covad SCP has a valid signaling relationship.

7.4.5 SCP/Databases

7.4.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: LNP, LIDB, Toll Free Number Database, ALI/DMS, and CNAM Database. BellSouth also provides access to SCE/SMS application databases and DA.

7.4.5.2 A SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SMS provides operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

7.4.5.3 Technical Requirements for SCPs/Databases

7.4.5.3.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

7.4.5.3.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g., SS7, ISDN and X.25).

7.4.5.3.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

7.5 LNP Database. The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

7.6 CNAM Database Service

- 7.6.1 CNAM is the ability to associate a name with the calling party number, allowing the End User (to which a call is being terminated) to view the calling party's name before the call is answered. The calling party's information is accessed by queries launched to the CNAM database. This service also provides Covad the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.
- 7.6.2 Covad shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing no less than sixty (60) days prior to Covad's access to BellSouth's CNAM Database Services and shall be addressed to Covad's Local Contract Manager.
- 7.6.2.1 Covad's End Users' names and numbers related to UNE-P Services and shall be stored in the BellSouth CNAM database, and shall be available, on a per query basis only, to all entities that launch queries to the BellSouth CNAM database. BellSouth, at its sole discretion, may opt to interconnect with and query other calling name databases. In the event BellSouth does not query a third party calling name database that stores the calling party's information, BellSouth cannot deliver the calling party's information to a called End User. In addition, BellSouth cannot deliver the calling party's information where the calling party subscribes to any service that would block or otherwise cause the information to be unavailable.
- 7.6.2.2 For each Covad End User that subscribes to a switch based vertical feature providing calling name information to that End User for calls received, BellSouth will launch a query on a per call basis to the BellSouth CNAM database, or, subject to Section 7.6.2.1 above, to a third party calling name database, to provide calling name information, if available, to Covad's End User. Covad shall pay the rates set forth in Exhibit C of Attachment 2 of the Agreement, on a per query basis, for each query to the BellSouth CNAM database made on behalf of an Covad End User that subscribes to the appropriate vertical features that support Caller ID or a variation thereof. In addition, Covad shall reimburse BellSouth for any charges BellSouth pays to third party calling name database providers for queries launched to such database providers for the benefit of Covad's End Users.
- 7.6.3 BellSouth currently does not have a billing mechanism for CNAM queries. Until a mechanized billing solution is available for CNAM queries, BellSouth shall bill Covad at the applicable rates set forth in Exhibit C of Attachment 2 of the Agreement based on a surrogate of two hundred and fifty-six (256) database queries per month per Covad's End Users with the Caller ID feature.
- 7.7 SCE/SMS AIN Access
- 7.7.1 BellSouth's SCE/SMS AIN Access shall provide Covad the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

- 7.7.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Covad. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions but will not include support for the creation of a specific service application.
- 7.7.3 BellSouth SCP shall partition and protect Covad service logic and data from unauthorized access.
- 7.7.4 When Covad selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Covad to use BellSouth's SCE/SMS AIN Access to create and administer applications.
- 7.7.5 Covad access will be provided via remote data connection (e.g., dial-in, ISDN).
- 7.7.6 BellSouth shall allow Covad to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

8 Automatic Location Identification/Data Management System

8.1 911 and E911 Databases

- 8.1.1 BellSouth shall provide Covad with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).
- 8.1.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Covad will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 8.2.1 below.

8.2 Technical Requirements

- 8.2.1 BellSouth's 911 database vendor shall provide Covad the capability of providing updates to the ALI/DMS database through a specified electronic interface. Covad shall contact BellSouth's 911 database vendor directly to request interface. Covad shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of Covad and BellSouth shall not be liable for the transactions between Covad and BellSouth's 911 database vendor.
- 8.2.2 It is Covad's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

- 8.2.3 Covad shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/guides.
- 8.2.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to Covad, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for Covad to assume responsibility for such records.
- 8.2.5 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to Covad that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Covad shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to Covad within two (2) months following the date of the Stranded Unlock report provided by BellSouth. Covad shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of Covad's records.
- 8.3 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.
- 8.3.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.
- 8.3.1.1 The database capability allows Covad to offer an E911 service to its PBX End Users that identifies to the PSAP the physical location of the Covad PBX 911 End User station telephone number for the 911 call that is placed by the End User.
- 8.3.2 Covad may order either the database capability or the transport component as desired or Covad may order both components of the service.
- 8.3.3 911 PBX Locate Database Capability. Covad's End User or Covad's End User's database management agent (DMA) must provide the End User PBX station telephone numbers and corresponding address and location data to BellSouth's 911 database vendor. The data will be loaded and maintained in BellSouth's ALI database.
- 8.3.4 Ordering, provisioning, testing and maintenance shall be provided by Covad pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.
- 8.3.5 Covad's End User, or Covad's End User database management agent must provide ongoing updates to BellSouth's 911 database vendor within a

commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of Covad to ensure that the End User or DMA maintain the data pertaining to each End User's extension managed by the 911 PBX Locate Service product. Covad should not submit telephone number updates for specific PBX station telephone numbers that are submitted by Covad's End User, or Covad's End User DMA under the terms of 911 PBX Locate product.

- 8.3.5.1 Covad must provision all PBX station numbers in the same LATA as the E911 tandem.
- 8.3.6 Covad agrees to release, indemnify, defend and hold harmless BellSouth from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by Covad's End User or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Covad or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by BellSouth in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by BellSouth's gross negligence or wilful misconduct. Covad is responsible for assuring that its authorized End Users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to Covad's End User or DMA pursuant to these terms. Specifically, Covad's End User or DMA must keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.
- 8.3.7 Covad may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for Covad's End Users' telephone numbers for which it has direct management authority.
- 8.3.8 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires Covad to order a CAMA type dedicated trunk from Covad's End User premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.
- 8.3.8.1 Except as otherwise set forth below, a minimum of two (2) End User specific, dedicated 911 trunks are required between the Covad's End User premise and the BellSouth 911 tandem as described in BellSouth's Technical Reference (TR) 73576 and in accordance with the 911 PBX Locate Marketing Service Description

located on the BellSouth Interconnection Web site. Covad is responsible for connectivity between the End User's PBX and Covad's switch or POP location. Covad will then order 911 trunks from their switch or POP location to the BellSouth 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a Covad purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). Covad is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the BellSouth 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

- 8.3.9 Ordering and Provisioning. Covad will submit an Access Service Request (ASR) to BellSouth to order a minimum of two (2) End User specific 911 trunks from its switch or POP location to the BellSouth 911 tandem.
- 8.3.9.1 Testing and maintenance shall be provided by Covad pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.
- 8.3.10 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit C. Trunks and facilities for 911 PBX Locate transport component may be ordered by Covad pursuant to the terms and conditions set forth in Attachment 3.

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh C						
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES			24.88	3.51							
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES			26.37	4.99							
4-WIRE ANALOG VOICE GRADE LOOP																	
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES			24.88	3.51							
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES			26.37	4.99							
4-WIRE DS1 DIGITAL LOOP																	
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES			24.88	3.51							
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES			26.37	4.99							
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																	
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES			24.88	3.51							
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URES			26.37	4.99							
UNE LOOP COMMINGLING																	
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2		16.68	105.98	68.43	53.05	10.61					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2		23.13	105.98	68.43	53.05	10.61					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2		28.46	105.98	68.43	53.05	10.61					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2		16.68	105.98	68.43	53.05	10.61					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2		23.13	105.98	68.43	53.05	10.61					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2		28.46	105.98	68.43	53.05	10.61					
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES			24.88	3.51							
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES			26.37	4.99							
		CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO			87.90	36.44							
		Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL			11.24	1.10							
4-WIRE ANALOG VOICE GRADE LOOP																	
		4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4		32.59	132.38	94.83	59.35	14.61					
		4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4		43.89	132.38	94.83	59.35	14.61					
		4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4		43.38	132.38	94.83	59.35	14.61					
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES			24.88	3.51							
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES			26.37	4.99							
		CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO			87.90	36.44							
4-WIRE DS1 DIGITAL LOOP - COMMINGLING																	
		4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX		79.51	253.03	157.89	44.80	11.73					
		4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX		136.00	253.03	157.89	44.80	11.73					
		4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX		229.15	253.03	157.89	44.80	11.73					
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES			24.88	3.51							

UNBUNDLED NETWORK ELEMENTS - South Carolina										Attachment: 2 Exh C		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR			Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh C							
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
						UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
						Commingled (UNE part of single bandwidth circuit)												
						Commingled VG COCI	XDV2X, NTCVG	1D1VG	0.56	6.59	4.73							
						Commingled Digital COCI	XDV6X, NTCUD	1D1DD	1.19	6.59	4.73							
						Commingled ISDN COCI	XDD4X	UC1CA	2.56	6.59	4.73							
						Commingled 2-wire VG Interoffice Channel Facility Termination	XDV2X	U1TV2	24.30	40.63	27.47	16.77	6.91					
						Commingled 4-wire VG Interoffice Channel Facility Termination	XDV6X	U1TV4	21.29	40.63	27.47	16.77	6.91					
						Commingled 56kbps Interoffice Channel Facility Termination	XDD4X	U1TD5	16.76	40.63	27.47	16.77	6.91					
						Commingled 64kbps Interoffice Channel Facility Termination	XDD4X	U1TD6	16.76	40.63	27.47	16.77	6.91					
						Commingled VG/DS0 Interoffice Channel per mile	XDV2X, XDV6X, XDD4X	1L5XX	0.0167									
					1	Commingled 2-wire Local Loop Zone 1	XDV2X	UEAL2	16.68	105.98	68.43	53.05	10.61					
					2	Commingled 2-wire Local Loop Zone 2	XDV2X	UEAL2	23.13	105.98	68.43	53.05	10.61					
					3	Commingled 2-wire Local Loop Zone 3	XDV2X	UEAL2	28.46	105.98	68.43	53.05	10.61					
					1	Commingled 4-wire Local Loop Zone 1	XDV6X	UEAL4	32.59	132.38	94.83	59.35	14.61					
					2	Commingled 4-wire Local Loop Zone 2	XDV6X	UEAL4	43.89	132.38	94.83	59.35	14.61					
					3	Commingled 4-wire Local Loop Zone 3	XDV6X	UEAL4	43.38	132.38	94.83	59.35	14.61					
					1	Commingled 56kbps Local Loop Zone 1	XDD4X	UDL56	29.93	126.66	89.12	59.35	14.61					
					2	Commingled 56kbps Local Loop Zone 2	XDD4X	UDL56	33.99	126.66	89.12	59.35	14.61					
					3	Commingled 56kbps Local Loop Zone 3	XDD4X	UDL56	34.74	126.66	89.12	59.35	14.61					
					1	Commingled 64kbps Local Loop Zone 1	XDD4X	UDL64	29.93	126.66	89.12	59.35	14.61					
					2	Commingled 64kbps Local Loop Zone 2	XDD4X	UDL64	33.99	126.66	89.12	59.35	14.61					
					3	Commingled 64kbps Local Loop Zone 3	XDD4X	UDL64	34.74	126.66	89.12	59.35	14.61					
					1	Commingled ISDN Local Loop Zone 1	XDD4X	U1L2X	25.21	117.58	80.03	53.05	10.61					
					2	Commingled ISDN Local Loop Zone 2	XDD4X	U1L2X	32.76	117.58	80.03	53.05	10.61					
					3	Commingled ISDN Local Loop Zone 3	XDD4X	U1L2X	37.70	117.58	80.03	53.05	10.61					
						Commingled DS1 COCI	XDH1X, NTCDD1	UC1D1	8.64	6.59	4.73							
						Commingled DS1 Interoffice Channel Facility Termination	XDH1X	U1TF1	77.14	89.47	81.99	16.39	14.48					
						Commingled DS1 Interoffice Channel per mile	XDH1X	1L5XX	0.3415									
						Commingled DS1/DS0 Channel System	XDH1X	MQ1	107.57	91.24	62.71	10.56	9.81					
					1	Commingled DS1 Local Loop Zone 1	XDH1X	USLXX	79.51	253.03	157.89	44.80	11.73					
					2	Commingled DS1 Local Loop Zone 2	XDH1X	USLXX	136.00	253.03	157.89	44.80	11.73					
					3	Commingled DS1 Local Loop Zone 3	XDH1X	USLXX	229.15	253.03	157.89	44.80	11.73					
						Commingled DS3 Local Loop Facility Termination	HFQC6	UE3PX	306.36	452.52	264.53	119.75	83.77					
						Commingled DS3/STS-1 Local Loop per mile	HFQC6, HFRST	1L5ND	12.26									
						Commingled STS-1 Local Loop Facility Termination	HFRST	UDLS1	313.49	452.52	264.53	119.75	83.77					
						Commingled DS3/DS1 Channel System	HFQC6	MQ3	144.02	178.54	94.18	33.33	31.90					
						Commingled DS3 Interoffice Channel Facility Termination	HFQC6	U1TF3	880.65	279.37	163.12	60.33	58.59					
						Commingled DS3 Interoffice Channel per mile	HFQC6	1L5XX	8.02									
						Commingled STS-1Interoffice Channel Facility Termination	HFRST	U1TFS	880.55	279.37	163.12	60.33	58.59					
						Commingled STS-1Interoffice Channel per mile	HFRST	1L5XX	8.02									
						Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof	HEQDL	1L5DF	36.41									
						Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof	HEQDL	UDF14		640.51	138.17	317.76	198.11					
LINE SHARING																		
NOTE 1: The Line Sharing monthly recurring rates for all installations completed on or after October 02, 2003 shall be billed as follows:																		
NOTE 1: 10/02/2003 – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")																		
NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND																		
NOTE 1: 10/02/2005 – 10/01/2006: 75% of the rate for UCLND																		

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh C				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE 1: Above will apply to USOCs: ULSDT and ULSC														
	**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and inservice on or before October 1, 2003														
	LINE SHARING														
	SPLITTERS-CENTRAL OFFICE BASED														
	Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	216.22	189.21	0.00	178.38	0.00					
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	54.05	189.21	0.00	178.38	0.00					
	Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	18.02	189.21	0.00	178.38	0.00					
	Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)			ULS	ULSDG		86.67	0.00	49.95	0.00					
	END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING														
	Line Sharing - per Line Activation (BST Owned splitter) - OBSOLETE see **NOTE 2			ULS	ULSDC	0.61	18.55	10.62	10.04	4.93					
	Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E:10/2/2005)			ULS	ULSDT	9.71	18.55	10.62	10.04	4.93					
	Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		16.42	8.21							
	Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		16.42	8.21							
	Line Sharing - per Line Activation (DLEC owned Splitter) - OBSOLETE see **NOTE 2			ULS	ULSCC	0.61	47.44	19.31	20.67	12.74					
	Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E:10/2/2005)			ULS	ULSCT	9.71	47.44	19.31	20.67	12.74					
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh C				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
911 PBX LOCATE															
	911 PBX LOCATE DATABASE CAPABILITY														
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,813.00								
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.40								
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07									
	Change Company (Service Provider) ID			9PBDC	9PBPC		532.48								
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	181.29									
	Service Order Charge			9PBDC	9PBSC		15.69								
911 PBX LOCATE TRANSPORT COMPONENT															
See Att 3															